

Appanoose Co.

PPME #2003 (Roads)

7/1/2006 6/30/2009

APPANOOSE CO. / PPME #2003 (ROADS) "C" 06-09

AGREEMENT

Between

APPANOOSE COUNTY
SECONDARY ROAD DEPARTMENT

And

PUBLIC, PROFESSIONAL &
MAINTENANCE EMPLOYEES, LOCAL 2003

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July 1, 2006 to June 30, 2009

AGREEMENT
Between
APPANOOSE COUNTY SECONDARY ROADS DEPARTMENT
And
PPME LOCAL 2003

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AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2006, by and between APPANOOSE COUNTY, IOWA SECONDARY ROAD DEPARTMENT, hereinafter referred to as the 'Employer', and PUBLIC, PROFESSIONAL & MAINTENANCE EMPLOYEES LOCAL UNION NO. 2003, INTERNATIONAL UNION OF PAINTERS & ALLIED TRADES, AFL-CIO, hereinafter called the "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, Chapter 20 of the current Code of Iowa.

ARTICLE 1 – DEFINITIONS

1.01 When used in this contract, unless the context otherwise requires, "Board" means the Public Employment Relations Board established under Section 20.5 of the Code of Iowa.

1.02 "Regular full-time employee" means those individuals who have successfully completed a probationary period and who have been retained to fill a permanent vacancy, or newly created job classification.

1.03 "Seniority" means a regular full-time employee's length of continuous service with the Employer since their last date of hire.

"May" confers discretionary privileges.

"Shall" imposes duty.

1.04 "Temporary Assignment" means the employee cannot be assigned to a permanent, full-time vacancy outside the employee's job classification on a temporary basis for more than sixty (60) days per contract year, without the proper bidding procedure.

ARTICLE 2 - RECOGNITION

2.01 The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours, and other terms and conditions of employment permitted by the Act for all of the Secondary Road Department regular full-time County Road Maintenance employees, including Survey Crew Party Chief, Mechanic, Bridge Foreman, Culvert Foreman, Sign Specialist, Motor Patrol Operator, Equipment Operator, Shop Foreman, Truck Driver, Engineering Technician, and Laborer. Certification Case no. 1100 excludes the County Engineer, Assistant to Engineer, Road Foreman, Office Manager, and all other personnel excluded under Section 4 of the Public Employment Relations Act of Iowa.

ARTICLE 3 – SEPARABILITY AND SAVINGS

3.01 If any provision of the Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of the Agreement shall remain in full force and effect for the duration of this Agreement unless stricken provision or provisions shall result in increased financial responsibility to either party in excess of \$1,000.

ARTICLE 4 – NON-DISCRIMINATION IN EMPLOYMENT

4.01 There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union. The parties will not discriminate against an employee because of an employee's support or non-support or participation or non-participation in Union affairs and/or activities

ARTICLE 5 – EMPLOYER RIGHTS

5.01 Except to the extent expressly abridged by a specific provision of this Agreement, the Employer shall have, in addition to all powers, duties and rights established by constitutional provisions, statute, ordinance, charter, or special act, the exclusive power, duty and right, including but not limited to: plan, direct and control the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the public agency; discipline, suspend, or discharge employees for proper cause; to develop and enforce rules for employee discipline; maintain the efficiency of governmental operations; to schedule working hours and require overtime work; determine employee qualifications; schedule vacations, relieve employees from duties because of lack of work or for other legitimate reasons; to determine what work or services shall be purchased or performed by the unit employees; to change or eliminate existing methods, means, assignments, and personnel by which the public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the public Employer; initiate, prepare, certify and administer its budget; exercise all other powers and duties granted to the public Employer by law.

ARTICLE 6 – NO STRIKE-NO LOCKOUT

6.01 The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support, or suggest any strikes, slowdowns, picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any such related activities covered in Section 12 of the Act.

6.02 The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 7 – GRIEVANCE PROCEDURES AND ARBITRATION

7.01 The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee regarding the violation, application or interpretation of the expressed provisions of the Agreement shall be adjusted in accordance with the following procedure:

7.02 Informal: An employee shall discuss a complaint or problem orally with their immediate supervisor or his designated representative within forty-eight (48) hours following its occurrence in an effort to resolve the problem in an informal manner.

7.03 Grievance Steps:

Step 1. If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee and/or the Union shall present a grievance in writing to the County Engineer's designated supervisors within five (5) working days following the oral discussion. A copy of the grievance shall be forwarded to the County Engineer. Within six (6) working days after this Step 1 meeting, the Employer will answer the grievance in writing.

Step 2. If the Employer's answer in Step 1 fails to resolve the grievance, the Union and/or the aggrieved employee shall refer the grievance to the County Engineer within five (5) days of the receipt of the Step 1 answer. Following a meeting with the aggrieved employee and/or the Union, the County Engineer or his designated representative, the County Engineer shall answer the grievance in writing within seven (7) working days.

Step 3. Any grievance not settled in Step 2 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is postmarked registered mail, within five (5) working days after the date of the County Engineer's answer given in Step 2.

7.04 All grievances must be taken up promptly and awards and settlements thereof shall in no case be made retroactive beyond the date on which the grievance was first presented in written form as provided in Step 1 of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit, it shall be considered settled on the basis of the Employer's last answer. If a grievance at Step 1 is not timely answered by the Employer, it may automatically be referred to Step 2.

7.05 After either party hereto have notified the other of its referral of a case to arbitration, the parties will meet within ten (10) working days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Iowa Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such

selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list.

7.06 After each party has eliminated the names of three (3) arbitrators from the list the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

7.07 The fees and expenses of the arbitrator will be paid equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement.

7.08 All grievance and arbitration meetings under this Article are to be held in private and in accordance with Section 20.17(3) of the 1977 Code of Iowa.

ARTICLE 8 – SENIORITY

8.01 A new regular full-time employee shall serve a probationary period not to exceed one hundred eighty (180) days. Upon completion of the probationary period, they shall be put on the seniority list and their seniority shall be determined from their date of employment. A probationary regular full-time employee may be terminated for any reason during the probationary period without recourse to the grievance procedure.

8.02 No permanent vacancy or newly created job classification in the bargaining unit will be filled by hire or promotion until such vacancy has been posted for a period of five (5) working days and present regular full-time employees have had the opportunity to apply for such positions and to have their application considered. The Employer will indicate on the job opening the minimum qualifications and experience required. The successful job bidder will be placed into the new job classification with a thirty (30) working day trial period. If the successful bidder fails to make reasonable progress in the new position within the thirty (30) working day trial period, he/she will be removed and returned to his/her former job classification. Under some circumstances, the Employer and Union Steward may mutually agree to extend the trial period. Qualified applicants outside the unit may be considered by the Employer after said five (5) working days posting obligation is met or after said trial period. Then the Employer determines the successful job bidder, qualifications will be the primary consideration, and where qualifications between bidders are equal, seniority shall govern.

8.03 The Union shall be furnished with a seniority list and job classification of all regular full-time employees covered by this Agreement within thirty (30) days after its execution. When the number of regular full-time employees is to be reduced within the unit, the Employer shall determine the employees to be laid off. Qualifications will be

the primary consideration in said determination and only where qualifications between employees, as determined by the Employer, are relatively equal, seniority shall govern.

8.04 Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's records.

8.05 An employee shall lose his/her seniority and the employment relationship shall be broken and terminated as follows:

- a. Employee quits.
- b. Employee is discharged for proper cause.
- c. Engaging in other work while on leave of absence, or giving false reason for obtaining leave of absence.
- d. Two (2) consecutive working days per year of absence without three (3) working days written notice to the Employer or County Engineer, unless evidence satisfactory to the Employer is presented that employee was physically unable to give notice.
- e. Failure to report for work at the end of leave of absence.
- f. Failure to report to work within fourteen (14) calendar days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, according to Employer records.
- g. Seniority rights and rights of recall will be forfeited by regular full-time employees after the continuous period of layoff exceeds one (1) year.
- h. Employee retires.

8.06 It is the employee's responsibility to keep the Employer informed of their current address and phone number.

8.07 A regular full-time employee who bids on and is awarded a job opening becomes ineligible for one (1) year to rebid another job opening.

8.08 An employee promoted out of the bargaining unit and still employed by the Secondary Road Department will continue to accumulate seniority for a period not to exceed twelve (12) months. Upon completion of said twelve (12) month period, bargaining unit seniority shall be frozen.

ARTICLE 9 – LEAVE OF ABSENCE

9.01 An employee whose personal illness as certified by a duly qualified physician extends beyond the expiration of his/her accumulated sick leave shall be granted a leave

of absence without pay by the Employer for the duration of the illness, not to exceed one hundred twenty (120) continuous calendar days. Any additional extensions beyond that which has already been referred to must be mutually agreed upon between Employer and employee, except that employees whose absences are occasioned by work-related illness or injury shall be given an additional one hundred twenty (120) day period of absence without pay upon a certification by his or her attending physician that he/she will be able to resume their normal duties at the end of the period. Request for such leave shall be made in writing to the County Engineer and a copy filed with the Union office.

9.02 An employee granted a leave of absence shall not be eligible for fringe benefits, holiday pay, or accrue retirement, vacation, sick leave or seniority during the period of such leave, except as otherwise provided by state law.

9.03 Premiums for insurance normally paid by the Employer will be paid by the employee during the approved leave of absence, if the employee elects to continue coverage. If the leave qualifies under the Family and Medical Leave Act, the County will continue to pay the employee's single insurance premiums for the duration of the FMLA leave.

9.04 If the employee does not return to work upon the expiration of his/her leave of absence, he/she shall be terminated.

9.05 Upon return from leave of absence, the employee shall return to his/her former job if physically qualified, or to another position in accordance with seniority, qualifications and ability, as determined by the Employer.

9.06 The Engineer may grant a non-medical leave of absence at his discretion. The request for the leave must be in writing.

ARTICLE 10 – MILITARY LEAVE

Military leave will be governed by applicable federal and state law.

ARTICLE 11 - SAFETY

11.01 A Safety Committee will be responsible for meeting to evaluate department safety, make plans and recommendations, and counsel as necessary concerning the effective administration of the safety program. The Safety Committee will consist of two (2) people with one (1) from the Employer and one (1) from the unit represented.

11.02 Safety Footwear: A requirement of employment with the Appanoose County Secondary Road Department shall be the use of OSHA approved steel-toes safety boots for all employees. A new employee shall furnish his/her initial pair of footwear.

11.03 The County shall reimburse employees for footwear, not to exceed one (1) pair per year of one hundred ten dollars (\$110.00) per pair, with a one-year carryover not to

exceed two hundred twenty dollars (\$220.00), to be approved by the Board of Supervisors. The old pair shall be turned in.

11.04 The Employer, where necessary, shall provide employees with protective eye cover at no cost to the employee. If authorized and approved, at the discretion of the Engineer, the County will replace prescription lenses and comparable frames damaged on the job.

ARTICLE 12 –BULLETIN BOARDS

12.01 Upon approval by the County Engineer, the Union shall be permitted to post official Union notices on bulletin boards in County shop. Said Union notice(s) must be signed by the Union Representative of Local Union No. 2003.

ARTICLE 13 - RULES

13.01 Any change in County policy or Employer rights affecting a mandatory subject of bargaining or a Section of this Agreement shall be submitted to the Union thirty (30) calendar days prior to the effective date.

ARTICLE 14 - VISITATION

14.01 The Business Representative of the Union, who has been previously identified by the Union to the County Engineer or his designated representative for each visit, will be permitted to visit the jobs or shops to ascertain that the Agreement is being complied with. Said Union Representative is not to interfere with the Employer's operation.

ARTICLE 15 – INJURY REPORTING

15.01 In case of injury due to work, or incurred while at work, all such injuries must be reported to the Engineer's office on the same day the injury is sustained, or first becomes known to the employee.

ARTICLE 16 - STEWARD

16.01 The Employer recognized the bargaining unit's right to have a Steward elected from the bargaining unit. Said Steward shall be required to continue to perform the duties of his/her classification in the same manner and to the same extent as any other regular full-time employee in the bargaining unit.

ARTICLE 17 – HOURS OF WORK AND OVERTIME

17.01 Maintenance employees shall work eight (8) hours a day, five (5) days per week, Monday through Friday, from 7:00 AM to 3:30 PM. The lunch period shall be thirty (30) minutes unless a longer period is agreed upon with the County Engineer.

17.02 Engineering employees will work eight (8) hours per day, 7:00 AM to 3:30 PM, with lunch period as stated above for Maintenance employees.

17.03 Based upon the mutual agreement of the parties, the workday may start and end one (1) hour earlier during the summer months when a majority of the employees request an earlier start/end time and their request is approved by the Engineer.

17.04 Based upon the mutual agreement of the parties, the workweek may consist of Monday through Thursday as 10-hour workdays during the summer months starting no sooner than May 1st and ending no later than September 30th when a majority of the employees request such workweeks and their request is approved by the Engineer. Each workday may start at 6:00 a.m. and end at 4:30 p.m. During this period of time, employees shall be compensated at the overtime rate only after 10 hours per normally scheduled day.

17.05 Rest Period. The Employer shall grant, with pay, one (1) fifteen (15) minute rest period in the morning, and one (1) fifteen (15) minute rest period in the afternoon.

17.06 Travel time from point of origin to site of work and return shall be considered part of the working day. Point of origin for all workers shall be the respective maintenance building to which each employee may be assigned.

17.07 Overtime. Overtime shall be paid at the rate of time and one-half (1-1/2) the employee's straight time hourly rate for hours worked in excess of eight (8) hours in any workday. Work performed on Saturday or Sunday will be paid for at the rate of time and one-half (1-1/2) the employee's straight time rate. Overtime shall not be paid more than once for the same hours worked. All time paid, such as sick leave, vacation, holidays, jury duty, military leave, and funeral leave will count as time worked for the purpose of computing overtime.

17.06 Training and travel time are hours worked. Any travel time over eight (8) hours is paid at one and one-half (1-1/2) times in the form of compensatory time. The employee will be paid mileage if required to use his/her own vehicle.

17.07 Compensatory time leave requests must be approved by the Engineer

ARTICLE 18 - TRANSFERS

18.01 An employee temporarily or permanently transferred to a higher job classification will be paid the higher hourly rate of his/her new job classification; and if temporarily transferred to a lower job classification by agreement rather than demotion, will receive their current hourly rate.

ARTICLE 19 – SICK LEAVE

19.01 Probationary employees are not eligible to receive sick leave benefits during their probationary period.

19.02 A probationary employee who has completed thirty (30) calendar days of continuous service will be credited with one and one-half (1-1/2) days of paid sick leave. Thereafter, sick leave will be earned at the rate of one and one-half (1-1/2) days per month and can accumulate up to a maximum of one hundred eighty (180) days.

19.03 Use of Sick Leave:

- a. Sick leave will be paid only when the employee is unable to work due to a personal illness or injury, including inability to work due to pregnancy. However, for any time off work due to an injury or illness covered by Workers Compensation payments, accumulated sick leave will be paid accordingly so that the employee's weekly net income is not reduced from what he/she would normally have earned if working. Such use of sick leave shall be charged to the nearest hourly increment.

Any medical doctor's written verification of illness or injury may be required by the Employer for substantiation of an illness or injury and shall be paid for by the employee if the doctor's verification states the employee was able to work. If the doctor's verification indicates that the employee was not able to work, the Employer shall pay for the doctor's visit and the employee shall be eligible for sick leave pay.

In order to be eligible for receipt of sick leave pay, the Road Foreman or the County Engineer's office must be notified of an employee's absence thirty (30) minutes prior to the start of the employee's work shift and to indicate the nature of the employee's illness.

- b. Serious or confining illness of the employee.
- c. Medical or dental appointments of the employee which cannot be scheduled during non-working hours. In such cases, sick leave will be charged in hourly increments with a minimum of one (1) hour. Absences of more than one (1) hour shall be charged to the next highest hour.
- d. Sick leave may be used for the care of a minor child or members of the employee's immediate household for instances that are not a serious illness, such as common illnesses or injuries not requiring medical attention and for medical and dental appointments not to exceed 20 hours per year.

19.04 Employees shall be entitled to receive payment for unused sick leave at retirement to be computed by the following formula: Employees hourly rate times eight (8) hours times the number of unused, accumulated sick leave days, up to a maximum of a total dollar amount of \$2700.00. In lieu of the above, an employee may choose to continue health insurance premium payments computed at the above formula up to a maximum of \$3200.00.

19.05 Sick leave benefits shall be paid at 100% the employee's regular hourly rate.

ARTICLE 20 – FUNERAL LEAVE

20.01 Each regular full-time employee shall, after ninety (90) days of continuous employment, be eligible for a paid leave of absence of up to five (5) days for a death in the immediate family.

Immediate family shall be defined as employee's parents, spouse, child, brother or sister, mother-in-law, father-in-law, grandchild, son-in-law and daughter-in-law.

20.02 Each regular full-time employee shall, after ninety (90) days of continuous employment, be eligible for a paid leave of absence of up to three (3) days for the death of a grandparent.

20.03 Employees shall be granted one (1) day's paid funeral leave for a death of aunt, uncle, brother-in-law and sister-in-law. Only days absent which would have been compensable workdays will be paid. No payment will be made during vacation holidays, layoffs, or other leave of absence.

20.04 Employees qualifying under this section may be granted one (1) day's paid absence for services as pallbearers and up to sixteen (16) hours paid absence per year for services as military honor guard.

ARTICLE 21 - HOLIDAYS

21.01 The following holidays will be granted with pay: New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, and one (1) floating holiday.

21.02 A holiday occurring on Saturday shall be observed on the Friday preceding and a holiday occurring on Sunday shall be observed on the following Monday.

21.03 In cases other than layoff or leave of absence, an employee can qualify for holiday pay if special arrangements mutually agreeable between Employer and employee have been made prior to the holiday.

21.04 Employees must report to work the day before and the day following a holiday, unless on an approved leave of absence, in order to qualify for holiday pay.

ARTICLE 22 – PERSONAL LEAVE

22.01 Employees shall be allowed sixteen (16) hours paid personal leave per year. Personal leave shall be requested and approved in advance.

ARTICLE 23 – JOB CLASSIFICATIONS and STRAIGHT TIME HOURLY WAGE RATES

23.01 Reference is made to Exhibit A, Job Classifications and Straight Time Hourly Wages Rates. By this reference, said Exhibit becomes a part of this Agreement.

ARTICLE 24 - INSURANCE

24.01 The Employer shall pay the single Dental and Health insurance premium. Effective July 1, 2005, the Appanoose County Self-funded plan shall be countywide, with rates and benefits provided under three options to be chosen by the employee, as set out on the attached Exhibit B, as amended. The Employer shall increase the health insurance premiums by ten percent (10%) each in Years 1 and 2 of this Contract. In Year 3 of this Contract, the insurance premiums shall be increased by six percent (6%) only in the event that the average monthly balance in the fund remains at least \$200,000 in the preceding contract year, which would be Year 2 of this Contract. If the balance is under that amount, the premium increase shall be ten percent (10%). The Employer will pay twelve percent (12%) of the dependent health insurance premium (family minus single premium) and the Employee will pay eighty-eight percent (88%) of the dependent premium as shown on the attached Exhibit B for Option 1. In the event the employee chooses Options 2 or 3, the Employer will pay the same amount for dependent health insurance as shown for Option 1. The ratio of one to two between the single and the family premiums shall be maintained. Changes to the insurance plan design shall be made on a fiscal year basis only.

24.02 The Employer will also pay premiums on the employees' Life Insurance program which shall be Term Life Insurance in the amount of \$10,000.

24.03 The insurance carrier shall be selected by the Employer. The type of coverage selected for hospitalization and medical insurance may be changed. Any change shall be approved by a majority vote of those employees covered under this Agreement at that time.

24.04 Employees may voluntarily participate in the IRS Section 125 plan as it relates to dependent insurance premiums paid by the employee.

24.05 The Employer agrees to provide the Union with a quarterly Income and Disbursement report showing all insurance fund activity and the current insurance fund balance(s), as long as information in the report does not violate Federal or State law, including HIPAA regulations.

ARTICLE 25 – MILEAGE REIMBURSEMENT

25.01 An employee shall be paid according to County policy for all Employer-required use of employee's personal vehicle.

ARTICLE 26 – JURY DUTY

26.01 An employee required to serve as juror shall receive his/her regular wages. In order to receive payment for such duty, the employee must submit certification of service and assign all fees, except mileage, received for such duty to the Employer.

26.02 Employees released from jury duty must immediately report to the County Engineer for instructions regarding reporting to work.

ARTICLE 27 – PAY PERIOD

27.01 Employees shall receive warrants in payment for service rendered on a bi-weekly basis on alternate Fridays or the day first preceding said date, should it fall on a legal holiday. Pay periods shall be bi-weekly from Tuesday to Tuesday, with payment the following Friday.

ARTICLE 28 - VACATION

28.01 Regular full-time employees who have completed one (1) year of service will be eligible for two (2) weeks (ten (10) working days) of paid vacation. Employees who have completed seven (7) years of continuous service will be eligible for three (3) weeks (fifteen (15) working days) of paid vacation. Employees who have completed fifteen (15) years of continuous service will be eligible for four (4) weeks (twenty (20) working days) of paid vacation.

28.02 All vacations must be taken during the twelve (12) month period following the anniversary date of qualifying employment. Unless approved in writing by the County Engineer, vacation time cannot be carried over from one year to the next.

28.03 If a recognized paid holiday falls during an employee's vacation, he/she shall receive an additional day's paid vacation.

28.04 The scheduling of vacation leave shall be by seniority. Employees will make vacation requests to the County Engineer thirty (30) calendar days prior to their vacation date. A senior employee cannot bump any vacations that were scheduled at least thirty (30) calendar days in advance. Requests of less than thirty (30) calendar days notice may be granted upon approval of the Engineer. Employees may use vacation in one-half (1/2) day increments, subject to the Engineer's approval.

28.05 Upon resignation or termination for any cause from County service, an employee shall be paid for all earned vacation left at time of termination.

28.06 Vacation pay will be at the employee's normal pay for the day or week for which he/she would have been regularly scheduled to work.

28.07 During the first anniversary year of employment, an employee is not eligible to earn pro rata vacation time and pay. During subsequent anniversary employment years, a regular full-time employee can earn pro rata vacation time and pay based upon straight time hours worked if at least nine hundred (900) hours are worked.

28.08 Paid leave time, such as sick leave, vacation time, recognized holidays, bereavement time, jury duty, and military leave are considered as time worked.

28.09 All employees who work eighteen hundred (1,800) straight time hours in an anniversary year shall be entitled to one hundred percent (100%) of vacation time and pay.

ARTICLE 29 – DUES CHECKOFF AND INDEMNIFICATION

29.01 Upon receipt of a lawfully executed written authorization from an employee which may be revoked in writing at any time, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction to the official designated by the Union in writing to receive such deductions.

The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

29.02 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 30 – RELEASED TIME

30.01 The Union shall be allowed released time for the purpose of official delegates, officers, or other Union representatives' attendance at the following official Union meetings, such as negotiations, grievance hearings, arbitration proceedings. Request for proposed attendance at such meetings shall be submitted to the County Engineer for approval in advance of the desired absence, allowing sufficient time to secure adequate substitutes for such absences. Such released time shall be without any loss of pay.

ARTICLE 31 – DURATION OF AGREEMENT

31.01 THIS AGREEMENT shall be effective from July 1, 2006, and shall continue to remain in full force and effect until its expiration on June 30, 2009.

31.02 Should either party desire to modify, amend, or terminate this Agreement, written notice must be served by certified mail, return receipt request, on or before September 30,

2008. This Agreement will remain in effect from year to year after the expiration date if written notice is not otherwise received.

Signed this 5th day of December, 2005.

EMPLOYER

SECONDARY ROAD DEPARTMENT
APPANOOSE COUNTY, IOWA

UNION

LOCAL UNION NO. 2003 of the
INTERNATIONAL UNION OF
PAINTERS AND ALLIED
TRADES,
AFL-CIO

By Dean Kaster
Chair, County
Board of Supervisors

By Jody Malone
Board of Supervisors

By John Anderson
Board of Supervisors

By James V. Austrey II, PE
Engineer 11/21/05

11-4-05
By Randy E. Smith
Business Representative

By Randy E. Smith

By Travis F. Lang

EXHIBIT A
JOB CLASSIFICATION AND STRAIGHT TIME HOURLY WAGE RATES

Date of Agreement: July 1, 2006 through June 30, 2009

<u>Classification</u>	<u>'06-'07</u> <u>7-1-06</u>	<u>'07-'08</u> <u>7-1-07</u>	<u>'08-'09</u> <u>7-1-08</u>
Survey Party Chief	\$ <u>16.27</u>	\$ <u>16.77</u>	
Shop Foreman	\$ <u>16.23</u>	\$ <u>16.73</u>	
Bridge Foreman	\$ <u>16.01</u>	\$ <u>16.51</u>	
Culvert Foreman	\$ <u>16.01</u>	\$ <u>16.51</u>	
Mechanic	\$ <u>15.70</u>	\$ <u>16.20</u>	
Motor Patrol Operator	\$ <u>15.55</u>	\$ <u>16.05</u>	
Equipment Operator	\$ <u>15.55</u>	\$ <u>16.05</u>	
Sign Specialist	\$ <u>15.39</u>	\$ <u>15.89</u>	
Engineer Technician	\$ <u>15.31</u>	\$ <u>15.81</u>	
Truck Driver	\$ <u>15.31</u>	\$ <u>15.81</u>	
Laborer	\$ <u>15.05</u>	\$ <u>15.55</u>	

For Year 3 of this Contract, being the period of July 1, 2008 through June 30, 2009, the wage increase shall be set based upon the Consumer Price Index as determined for Midwestern Cities with a population of 50,000 or less, with the maximum CPI set at a five percent (5%) hourly wage increase, based upon the Equipment Operator's hourly wage, and the minimum wage increase shall be no less than 48 cents per hour increase for each employee classification.

All new employees starting their employment with Appanoose County shall receive twenty-five cents (\$.25) per hour less for the first ninety (90) calendar days.

A supplemental pay of Two Dollars and Fifty cents (\$2.50) per hour shall be paid to the employee designated to act as the Leadman in the absence of the Road Foreman during the period of time they are acting.

LONGEVITY. All regular full-time employees shall receive five cents (\$.05) per hour longevity pay for every five (5) years of continuous service with the Employer. (See following table.)

<u>At Beginning of Year:</u>	<u>Longevity Pay</u>
6	\$.05
11	\$.10
and so on	

EXHIBIT B
APPANOOSE COUNTY
HEALTH COVERAGE PLAN CHANGES
EFFECTIVE 7/1/06

Primary PPO	Midlands Choice for all 3 Options		
	Option #1	Option #2	Option #3
Office Visit	\$10 Copay	\$10 Copay	\$10 Copay
Deductible	\$250 (single) \$500 (family)	\$500 (single) \$1000 (family)	\$750 (single) \$1500 (family)
Out of Pocket Max (including ded.)	\$1250 (single) \$2500 (family)	\$1500 (single) \$3000 (family)	\$1500 (single) \$3000 (family)
Coinsurance	90/10 (ppo) 70/30 (nonppo)	90/10 (ppo) 70/30 (nonppo)	80/20 (ppo) 60/40 (nonppo)
Prescription drugs	\$10/\$25/\$40	\$10/\$25/\$40	\$10/\$25/\$40
Adult Preventive Benefits	\$10 Copay	\$10 Copay	\$10 Copay
2006 Monthly	\$495 (single)	\$474 (single)	\$458 (single)
Funding 7/1/06	\$990 (family)	\$948 (family)	\$916 (family)
Employer Cost	\$495 (single) \$554 (family)	\$474 (single) \$554 (family)	\$458 (single) \$554 (family)
Employee Cost	\$436 (family)	\$394 (family)	\$362 (family)
2007 Monthly	\$545 (single)	\$521 (single)	\$504 (single)
Funding 7/1/07	\$1090 (family)	\$1042 (family)	\$1008 (family)
Employer Cost	\$545 (single) \$610 (family)	\$521 (single) \$610 (family)	\$504 (single) \$610 (family)
Employee Cost	\$480 (family)	\$432 (family)	\$398 (family)
2008 Monthly			
10% increase			
Funding 7/1/08	\$600 (single) \$1200 (family)	\$573 (single) \$1146 (family)	\$554 (single) \$1108 (family)
Employer Cost	\$600 (single) \$672 (family)	\$573 (single) \$672 (family)	\$554 (single) \$672 (family)
Employee Cost	\$528 (family)	\$474 (family)	\$436 (family)
6% increase			
Funding 7/1/08	\$578 (single) \$1156 (family)	\$552 (single) \$1104 (family)	\$534 (single) \$1068 (family)
Employer Cost	\$578 (single) \$647 (family)	\$552 (single) \$647 (family)	\$534 (single) \$647 (family)
Employee Cost	\$509 (family)	\$457 (family)	\$421 (family)